L'exemplaire filmé fut reproduit grâce à la générosité de:

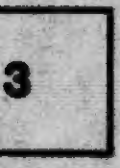
Legislative Library
Victoria

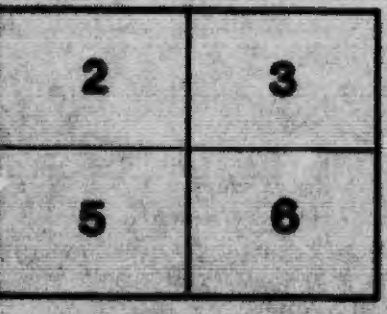
Les images suivantes ont été reproduites avec le plus grand soin, compte tenu de la condition et de la netteté de l'exemplaire filmé, et en conformité avec les conditions du contrat de filmage.

Les exemplaires originaux dont la couverture en papier est imprimée sont filmés en commençant par le premier plat et en terminant soit par la dernière page qui comporte une empreinte d'impression ou d'illustration, soit par le second plat, selon le cas. Tous les autres exemplaires originaux sont filmés en commençant par la première page qui comporte une empreinte d'impression ou d'illustration et en terminant par la dernière page qui comporte une telle empreinte.

Un des symboles suivants apparaîtra sur la dernière image de chaque microfiche, selon le cas: le symbole ⟶ signifie "A SUIVRE", le symbole ▼ signifie "FIN".

Les cartes, planches, tableaux, etc., peuvent être filmés à des taux de réduction différents. Lorsque le document est trop grand pour être reproduit en un seul cliché, il est filmé à partir de l'angle supérieur gauche, de gauche à droite, et de haut en bas, en prenant le nombre d'images nécessaire. Les diagrammes suivants illustrent la méthode.





MP 332 14 5838
Sterling Trust Company of Brit
Articles of association --
3 3298 00151 7771

# Articles of Association

of

# The Sterling Trust Company of British Columbia

Limited

VANCOUVER, B. C.

# Articles of Association

—of—

# The Sterling Trust Company of British Columbia

Limited

Vancouver, B. C.

P
332.14
S838

GIFT

# *Articles of Association*

*—OF—*

# *The Sterling Trust Company of British Columbia*

## *Limited*

1. In the construction of these articles, unless inconsistent with the context, the singular shall include the plural and the masculine the feminine and vice versa, and the word persons shall include corporations, and the following words and expressions shall have the following meanings: Interpretation

"The Company" means The Sterling Trust Company, of British Columbia, Limited.

"The Directors" means the Directors for the time being.

"Month" means calendar month.

"In writing" and "written" include printing, lithography and other modes of representing or reproducing words in a visible form.

"The office" means the registered office for the time being of the Company.

The "register" means the register of members to be kept pursuant to section 36 of the Companies Act 1897.

"The Act" means the Companies Act 1897 and amending Acts.

"Paid up" includes credited as paid up.

"The Secretary" includes any person appointed temporarily to perform the duties of the Secretary.

"Dividend" includes bonus.

"Board" means Board of Directors.



286641

Shares may be issued subject to different conditions as to calls, etc.

2. The Directors may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time and manner of payment of such calls.

Allotment of shares.

3. The issue, allotment or other disposal from time to time of shares in the Company shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit, subject, however, to any directions given by the Company in general meeting.

Exercise of rights of members.

4. No person (except a person becoming entitled to any share as mentioned in clause 37 or a holder of a share warrent) shall exercise any rights of a member until his name shall have been entered in the register and he shall have paid all calls and other moneys for the time being due and payable on any share in the Company held by him.

Joint holders.

5. If two or more persons are registered as joint holders of any share they shall be severally as well as jointly liable for any call or other liability in respect of such share; but the first named upon the register shall, for purposes of receipt of dividends and service of notices, be deemed the sole owner thereof unless all such joint holders shall, by writing, request the Company to treat another of them as such sole owner.

Trusts not recognized.

6. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction, or as by statute required, be bound to recognize any equitable or other claims to or interest in such share on the part of any other person.

## SHARES.

Right to share certificate.

7. Every member shall be entitled to one certificate for all the shares registered in his name or to several certificates each for one or more of such shares under the common seal of the Company, signed by one Director and countersigned by the Secretary, specifying the share or shares held by him and the amount paid thereon; if two or more persons are registered as joint holders of any share the certificate of any such share shall be delivered to the person first named upon the register unless all such joint holders shall otherwise direct in writing. A certificate shall not be issued for any fraction of a share.

8. If it be proved to the reasonable satisfaction of the Directors that a certificate is lost, worn out or defaced, it shall be replaced by a new certificate on payment of twenty-five cents and subject to such indemnity being given as the Directors may prescribe. Any renewed certificate shall be marked as such. New certificates

## CALLS.

9. Subject to any special conditions on the allotment of shares the Directors may from time to time make such calls upon the members in respect of all moneys unpaid on their shares as they think fit, provided that twenty-one days notice at least of such calls is sent to every person liable to pay the amount of calls so made to the person and at the time and place appointed by the Directors. A call may be made payable by instalments. Calls to be made by directors.

10. If by the conditions of allotment of any share the whole or part of the amount of issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the company by the person who for the time being shall be the registered holder of the share. Instalments on shares to be duly paid.

11. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed. Call made by resolution.

12. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys due upon the shares held by him beyond the sums actually called for; and upon the moneys so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon. Payment of calls in advance.

13. If any call or any instalment payable in respect of any share is not paid by the day appointed for the payment thereof, the holder for the time being of such share shall be liable to pay interest on the same at the rate of 10 per cent. per annum from the day appointed for the payment thereof up to the day of actual payment, whether such share is forfeited before the day of such actual payment or not. Interest on arrears of calls.

## FORFEITURE OF SHARES.

Notice to be given of intended forfeiture.

14. If any member fail to pay any call or instalment on or before the day appointed for the payment of same, the Directors may at any time thereafter during such time as the call or instalment remains unpaid serve a notice on such member requiring him to pay the same together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

Form of notice.

15. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

Forfeiture

16. If the requisitions of any such notice as aforesaid are not complied with any shares in respect of which such notice has been given, may at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

Notice after forfeiture.

17. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, and entry of the forfeiture with the date thereof shall forthwith be made in the register.

Disposal of forfeited shares

18. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot or otherwise dispose of the same in such manner as they think fit.

Power to annul forfeiture.

19. The Directors may, at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Arrears to be paid notwithstanding forfeiture.

20. Any member whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company, all calls, instalments, interest and expenses owing upon or in respect

of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 10 per cent. per annum, and the Directors may enforce the payment thereof if they think fit; but the Company shall not be entitled to recover by action or otherwise, more than the balance remaining due after deducting the value ascertained by sale or otherwise of the shares so forfeited.

Title of purchaser of forfeited shares.

21. A statutory declaration, in writing, that the declarant is a Director or officer of the Company, and that the call in respect of a share was made, or the instalment was due and notice thereof given, and that default in payment of the call or instalment was made, and that the forfeiture of the share was made by resolution of the Directors to that effect, shall be sufficient evidence of the facts therein stated, as against all persons entitled to such share; and such declaration and the receipt of the Company for the price of such share shall constitute a good title to such share, and the certificate of proprietorship shall be delivered to the purchaser and thereupon he shall be deemed the holder of such share discharged from all calls and instalments due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such sale.

Surrender.

22. The Directors may accept on behalf of and for the benefit of the Company a surrender of any shares liable to forfeiture.

Foregoing provisions applicable in other cases.

23. The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

## LIEN ON SHARES.

Company's lein on shares.

24. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with any others) for his debts, liabilities and engagements, solely or jointly with any other person to or with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not; and no equitable interest in any share

shall be created except upon the footing and condition that clause 7 hereof is to have full effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares, and provided always that the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

As to enforcing lien by sale.

25. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they think fit; but no sale shall be made until such period as aforesaid shall have arrived and until notice, in writing, of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment or discharge of such debts, liabilities or engagements for seven days after such notice.

Application of proceeds of sale.

26. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements, and the residue (if any) paid to such member, his executors, administrators or assigns.

Title of purchaser of shares sold to enforce lien.

27. Upon any sale for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

## TRANSFER OF SHARES.

Execution of transfer, etc.

28. The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

Form of transfer.

29. The instrument of transfer of any share shall be in writing in the following form, or as near thereto as circumstances will admit:

For value received, I.....
of.....do hereby assign and transfer to.....shares in The Sterling Trust Company, of British Columbia, Limited, to hold unto the said.....
his executors, administrators and assigns subject to the several conditions on which I hold the same immediately before the execution hereof; and I, the said..
.....do hereby agree to take the said shares subject to the aforesaid conditions.

As witness our hands this.....
day of.....19...

Transferor.

Transferee.

Witness:

30. The Directors may decline to register any transfer of shares upon which the Company has a lien, and in the case of shares not fully paid up, may refuse to register a transfer to a transferee of whom they do not approve.

Restrictions on transfer.

31. The transfer books and register of members shall be closed during the fourteen days immediately preceding the ordinary general meeting in each year, and may be closed at such other times as the Directors shall think fit, provided that they are not closed for a period exceeding, in the whole, thirty days in each year.

Closing of transfer books and register.

32. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.

Transfer to be left at office and evidence of title given.

Transfer to be retained.

33. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.

Fee on transfer.

34. A fee not exceeding one dollar may be charged for each transfer and shall, if required by the Directors, be paid before the registration thereof.

## TRANSMISSION OF SHARES.

Transmission of shares and as to survivorship.

35. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member.

Transmittee may be registered on transfer shares.

36. Any person becoming entitled to any share in consequence of the death, bankruptcy or insolvency of any member or in any other way than by transfer, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause ,or of his title as the Directors think sufficient, may be registered as a member in respect of such shares; or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares.

## INCREASE IN CAPITAL.

Power to increase capital.

37. The Directors may, with the sanction of a special resolution of the Company previously given in general meeting, increase its capital by the issue of new shares, such aggregate increase to be of such amount, and to be divided into shares of such respective amounts as the Company in general meeting directs, or if no direction is given, as the Directors think expedient.

On what conditions new shares are issued.

38. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting, resolving upon the creation thereof, shall direct, and if no direction be given, as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.

New shares to be offered to members.

39. Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the members in proportion to the existing shares

held by them, and such offer shall be made by notice, specifying the number of shares to which the member is entitled and limiting the time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

How far to rank as original capital.

40. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original ordinary capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise.

## SHARE WARRANTS.

Power to issue share warrants.

41. The Company, with respect to fully paid up shares, may issue warrants (hereinafter called share warrants) stating that the bearer is entitled to the shares therein specified, and may provide by coupons or otherwise for the payment of future dividends on the shares included in such warrants.

As to conditions of issue.

42. The Directors may determine, and from time to time vary, the conditions upon which share warrants shall be issued, and in particular upon which a new share warrant or coupon will be issued in the place of one worn out, defaced, lost or destroyed; upon which the bearer of a share warrant shall be entitled to attend and vote at general meetings; and upon which a share warrant may be surrendered and the name of the holder entered in the register in respect of the shares therein specified. Subject to such conditions and to these presents the bearer of a share warrant shall be a member to the full extent. The holder of a share warrant shall be subject to the conditions for the time being in force whether made before or after the issue of such warrant.

Alteration of rights of a class of shareholders.

43. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent, in writing, of the holders of three-fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate

general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be two persons, at least, holding or representing by proxy one-third of the issued shares of the class.

## BORROWING POWERS.

Borrowing powers exercisable by directors.

44. Section 122 of the Companies' Act, 1897, as re-enacted by Section 8 of the Companies' Act Amendment Act, 1904, shall apply to the Company.

Conditions on which money may be borrowed.

45. The Directors may raise or secure the payment or repayment of moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures, debenture stock, bonds, or other securities, of the Company, charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being.

Securities may be assignable free from equities.

46. Debentures, debenture stock, bonds, and other securities may be made assignable, free from any equities, between the Company and the person to whom the same may be issued.

Issue at discount, etc., or with special privileges.

47. Any debentures, debenture stock, bonds, or other securities may be issued at a discount, premium, or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors, and otherwise.

Special provisions as to debentures.

48. Any debentures, debenture stock, bonds or other securities issued by the Company and any trust deed for securing the same, may be in such form and contain such provisions as the Directors think fit; and in particular, any such debentures, debenture stock, bonds or other securities or trust deed may provide that during such period as any of the debentures, debenture stock, bonds or other securities remain outstanding, no transfer of shares in the Company's capital other than fully paid up shares shall be made, and that the Company and its Directors shall not perform any specified acts without the sanction of the Trustees or Trustee, for the time being acting on behalf of the holders of such debentures, debenture stock, bonds or other securities; and that during such period any such Trustees or Trustee shall have a right to attend all

meetings of the Directors, or of any Committee of the Directors, and to have previous notice of all such meetings, and to examine all or any of the books and documents of the Company; and that during such period any specified regulations of the Company shall be in no wise altered or infringed without the sanction of such Trustees or Trustee, and that the holders or any of them, of debentures, debenture stock, bonds or other securities, shall be entitled to attend and vote at general meetings of the Company, or general meetings for specified purposes, and shall have such number of votes at such meetings as may be specified; and that the said holders, or Trustees or Trustee of any such deed shall have power to appoint any one or more Director or Directors of the Company, and to remove any Director so appointed; and all such provisions shall have effect and be binding on the Company and its Directors and Members for the time being, accordingly.

## GENERAL MEETINGS.

Annual general meeting.

49. A general meeting shall be held once in every year, on the fourth Tuesday in the month of March in every year, at such time and place as may be determined by the Directors.

Distinction between ordinary and extraordinary meetings.

50. The general meetings referred to in the last preceding clause shall be called ordinary meetings; all other general meetings of the Company shall be called extraordinary meetings.

When extraordinary meetings to be called.

51. The Directors may, whenever they think fit, and they shall on the requisition of the holders of not less than one-tenth of the issued capital of the Company, upon which all calls or other sums then due have been paid, forthwith proceed to convene an extraordinary general meeting of the Company, and in the case of such requisition the following provisions shall have effect:

Requisition.

(1) The requisition must state the objects of the meeting and must be signed by the requisitionists, and deposited at the office, and may consist of several documents in like form, each signed by one or more requisitionists.

(2) If the Directors of the Company do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists, or a majority of them in

value, may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit.

(3) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further extraordinary general meeting for the purpose of considering the resolution, and, if thought fit, of confirming it as a special resolution; and if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them, in value, may themselves convene the meeting.

(4) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

Notice of meeting.

52. Seven clear days' written notice specifying the place, the day and the hour of meeting, and in case of special business, the general nature of that business, shall be given in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are under the regulations of the Company entitled to receive such notices from the Company; but non-receipt of the notice by any Member shall not invalidate the proceedings or any resolution passed at any general meeting.

Two meetings convened by one notice.

53. Where it is proposed to pass a special resolution, the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

Business at ordinary meeting.

54. The business of an ordinary meeting shall be to receive and consider accounts, balance sheets, and the ordinary report of Directors under Clause 124 hereof, and the report of the Auditors under Clause 136 hereof, to elect Directors, to declare dividends, and to transact any other business which under these presents ought to be transacted at an ordinary meeting. All other business transacted at an ordinary meeting, and all business transacted at an extraordinary meeting, shall be deemed special.

Quorum.

55. No business shall be transacted at any general meeting except the declaring of a dividend, unless a quorum of Members is present at the time when the meeting proceeds to business; and such quorum shall be ascertained as follows, that is to say: If the persons who have taken shares in the Company at the time of the meeting do not exceed ten in number, the quorum shall be five; if they exceed ten, there shall be added to the above quorum one for every five additional Members up to fifty, and one for every additional ten Members after fifty, with this limitation, that no quorum shall in any case exceed twenty.

If quorum not present.

56. If within one hour from the time appointed for a meeting, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at such adjourned meeting a quorum is not present, it shall be adjourned *sine die*.

Chairman of general meeting.

57. The President shall be the chairman at every general meeting of the Company. If he is not present within fifteen minutes after the time appointed for holding the meeting, the First Vice-President shall be Chairman at such meeting, and failing him, the Second Vice-President. If neither the President nor the two Vice-Presidents are present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose some one of their number present to be Chairman.

Presidents, etc., to continue in office until end of ordinary meeting.

58. For the purposes of the foregoing article the President and the two Vice-Presidents shall, notwithstanding the retirement of all Directors at the ordinary general meeting, and the appointment of new Directors at such meeting, under Clauses 80 and 82 respectively, be deemed to continue in their office as President or Vice-President until the end of such ordinary meeting.

Joint holders.

59. Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share, as if he were solely entitled thereto; and if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons so present whose name stands first on the register in respect of such share, shall alone be en-

titled to vote in respect thereof upon a show of hands; but upon a poll, each of them shall be entitled as nearly as may be to a ratable proportion of the total number of votes conferred by the joint holding. Several executors or administrators of a deceased Member in whose name any share stands shall, for the purposes of this clause, be deemed joint holders thereof.

When members are not entitled to vote.

60. No member shall be entitled to be present or to vote on any question, either personally or by proxy, or as proxy for another Member, at any general meeting, or upon a poll, or be reckoned in a quorum, whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such Member, and no Member shall be entitled to be present, or to vote, or be reckoned in a quorum, as aforesaid, in respect of any share that he has acquired by transfer, unless he has been possessed of the share in respect of which he claims to vote for at least fourteen days previous to the time fixed for holding the meeting at which he proposes to vote, or (if such meeting be an adjourned meeting), to the time originally fixed for holding the same.

Proxies permitted.

61. Votes may be given either personally or by proxy.

Instrument appointing proxy to be in writing.

62. The instrument appointing a proxy shall be in writing, under the hand of the appointor, or of his attorney, or if such appointor is a corporation, under its common seal, and shall be attested by one or more witnesses. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote, save that a corporation being a Member of the Company, may appoint as its proxy one of its officers, though not a Member of the Company.

Instrument appointing proxy to be deposited at office.

63. The instrument appointing a proxy and the power of attorney, if any, under which it is signed shall be deposited at the registered office of the Company not less than seventy-two hours before the time for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote; but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

When vote by proxy valid though authority revoked.

64. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the share in respect of

which the vote is given, provided no intimation in writing of the death, revocation or transfer, shall have been received at the registered office of the Company before the meeting.

Form of proxy.

65. Every instrument appointing a proxy, whether for a specified meeting or otherwise, shall, as nearly as circumstances will admit, be in the form or to the effect, following:

THE STERLING TRUST COMPANY, OF BRITISH COLUMBIA, LIMITED.

I, ..... of .....
.....being a Member of The Sterling Trust Company of British Columbia, Limited, and entitled to .....votes, hereby appoint.....
of.....as my proxy, to vote for me on my behalf at the (ordinary or extraordinary, as the case may be) general meeting of the Company, to be held on the.....day of..... and at any adjournment thereof (or at any meeting of the Company that may be held in the year....).

As witness my hand this.....day of.....

Signed by the said.....
in the presence of.....

Resolution in writing of directors in certain cases to be equivalent to resolution of general meeting.

66. Any resolution passed by the Directors, notice whereof shall be given to the Members in the manner in which notices are hereinafter directed to be given, and which shall within one month after it shall have been so passed, be ratified and confirmed in writing by Members entitled at a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a general meeting, but this clause shall not apply to a resolution for winding up the Company, or to a resolution passed in respect of any matter which by the statutes or these presents, ought to be dealt with by special or extraordinary resolution.

Adjournment.

67. The Chairman may, with the consent of any meeting at which a quorum is present (and shall

if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given, as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjournment, or of the business to be transacted at an adjourned meeting.

How questions to be decided at meetings.

68. Every question submitted to a meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes, the Chairman shall both, on show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

Casting vote.

What is to be evidence of passing of resolution where poll not demanded.

69. At any general meeting, unless a poll is demanded by at least five Members, or by a Member or Members holding, or representing by proxy, or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favor of or against such resolution.

Poll.

70. If a poll is demanded, as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, and either at once or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

In what cases poll taken without adjournment.

71. Any poll duly demanded on the election of a Chairman of a meeting, or on any question of adjournment, shall be taken at the meeting, and without adjournment.

Business may proceed notwithstanding demand of poll.

72. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

## VOTES OF MEMBERS.

Votes of members.

73. On a show of hands every Member present in person shall have one vote, and upon a poll every Member present in person, or by proxy, shall have one vote for every share held by him; where a corporation, being a Member, is present by proxy, who is not a Member, such proxy shall be entitled to vote for such corporation on a show of hands.

Case if lunatic member.

74. If any Member is a lunatic, or idiot, he may vote by his committee, *curator bonis*, or other legal curator.

## DIRECTORS.

Number of directors.

75. The Board shall consist of eighteen Directors, or such other number as shall be determined by the Company in general meeting.

Quorum.

76. At all meetings of the Board one-third in number of the Board shall form a quorum. This proportion may be varied from time to time by the Company in general meeting.

Qualification of a director.

77. The qualification of a Director shall be the holding of ~~ten~~ *five* shares in the Company.

Disqualification.

78. The office of Director shall ipso *facto* be vacated:

(*a*) If he ceases to be a shareholder in the Company to the extent of at least ten shares;

(*b*) If he suspends payment, assigns for the benefit of his creditors, or compounds with his creditors, or takes the benefit of any act for the time being in force for the relief of insolvent debtors;

(*c*) If he be declared lunatic, or becomes of unsound mind;

(*d*) If, by notice in writing to the Company, he resigns his office;

(*e*) If he die.

Directors may contract with company.

79. Any Director, either individually or as a member of a partnership, or as a shareholder or director of a company or corporation, may, notwithstanding any rule of law or equity to the contrary, be appointed to any office under the Directors, with or without remuneration, or may contract with the Company either as vendor, purchaser, or otherwise, or act as agent for the Company, or be interested in any operation, undertaking or business undertaken or assisted by the Company, or in which the Company is

interested, and no such contract or arrangement shall be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, but it is declared that the nature and extent of his interest must be disclosed by him at the meeting of the Directors at which the contract, arrangement or undertaking is determined, if his interest then exists, or in any other case at the first meeting of Directors after the acquisition of his interest, and that no Director shall, as a Director, vote in respect of any such contract or arrangement in which he is so interested as aforesaid, but this declaration may at any time or times be suspended or relaxed to any extent by a general meeting.

Retirement of directors.

80. All the Directors shall retire at the ordinary general meeting to be held as provided in Clause 49, in the month of February in each year.

Retiring directors re-eligible.

81. A retiring Director shall be re-eligible for election.

Meeting to fill up vacancies.

82. The Company, at such general meeting at which the Directors retire as aforesaid, shall fill up the vacated offices by electing a requisite number of Members to be Directors, and without notice in that behalf, may fill up any other vacancies.

Retiring directors to remain in office until successors appointed.

83. If at any meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the meeting shall stand adjourned till the same day in the next week at the same time and place; and if at such adjourned meeting the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, shall continue in office until the ordinary meeting in the next year, and so on from time to time until their places are filled up.

Power to remove directors by special resolution.

84. The Company, in general meeting, may by a special resolution, remove any Director from his office of Director, and appoint another qualified person in his stead.

Directors may fill up casual vacancies.

85. Any casual vacancy occurring among the Directors may be filled up by the Directors.

Power of directors.

86. The business of the Company shall be managed by the Directors, who may exercise all such

powers of the Company as are not by the act or by these articles required to be exercised by the Company in general meeting, subject, nevertheless, to any regulation of these articles, to the provisions of the act, and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

Power of directors to make by-laws.

87. The Directors shall have power to make by-laws and regulations not inconsistent with these articles, providing for all matters pertaining to the internal management of the Company and the details of its business; and to alter, amend or repeal the same from time to time in their discretion.

Continuing directors may act.

88. The continuing Directors may act notwithstanding any vacancy in their body, and notwithstanding that such continuing Directors do not form a quorum of Directors.

Remuneration of directors.

89. Every Director shall be paid for each attendance at meetings of the Board such sum as shall be from time to time fixed by the Company in general meeting.

President, Vice-President and Treasurer.

90. The Directors may at their first meeting after the ordinary meeting, elect from among themselves a president, a first vice-president, a second vice-president and a treasurer.

## PROCEEDINGS OF DIRECTORS.

Meetings of directors.

91. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may at any time summon a meeting of the Directors. At the request of any Director, the Secretary shall summon a meeting of the Directors.

Chairman.

92. The President shall be the Chairman at meetings of the Board of Directors, and if he should not be present at the time appointed for holding same, then the First Vice-President, and failing him, the Second Vice-President. Should neither the President nor the two Vice-Presidents be present at the time



236641

appointed, then the Directors shall choose some one of their number present to be Chairman of the meeting.

Resolution without board meeting valid.

93. A resolution in writing, signed by two-thirds of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

## COMMITTEES.

Power to appoint other committees.

94. The Board of Directors may from time to time appoint a committee or committees, consisting of a Member or Members of their body, and may delegate to such committee or committees such of their powers as they think fit. Any committee so appointed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed upon them by the Directors. Where the Directors appoint a committee consisting of more than one Member, they shall specify the quorum of Members who must be present to constitute a valid meeting of such committee.

Chairman.

95. Any Committee so appointed may elect a Chairman of their meetings. If no such Chairman is elected, or if he is not present at the time appointed for holding the same, the Members present shall choose one of their number to be Chairman of such meeting.

Procedure at meetings of such committee.

96. Any Committee so appointed may meet and adjourn at they think proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present; and in case of an equality of votes, the Chairman shall have a second or casting vote.

Validity of acts.

97. All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

## MANAGING DIRECTOR.

Managing director.

98. The Directors shall from time to time appoint one or more of their number to be Managing Director, or Managing Directors, who, or one of

whom, may also be President, or First or Second Vice-President, Treasurer or Secretary, either for a fixed term, or without any limitation as to the period for which he is, or they are to hold such office, or offices, and may from time to time remove or dismiss him, or them from office and appoint another, or others in his or their place.

Power of managing director.

99. The Directors may from time to time entrust to and confer upon the Managing Directors for the time being, such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf; and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Duties of

100. The Managing Directors, with such assistance as shall be required, shall, subject to the direction of the Board of Directors, have the general charge of and shall exercise a general supervision over all the operations of the Company and shall have the immediate direction and control of the executive officers.

Remuneration.

101. The remuneration of the Managing Directors shall from time to time be fixed by the Board of Directors.

General manager.

102. The Directors may appoint a General Manager, either for a fixed term, or without any limitation as to the period for which he is to hold such office, and may from time to time remove or dismiss him from office and appoint another in his place. He shall be paid such salary as the Board of Directors may authorize.

Duties of.

103. The General Manager shall, under the control of the Managing Directors, have the direction and charge of the Trust, Insurance, Valuing, Real Estate, Loan and other operating departments, both at the head office and the branch offices, including the employment and dismissal of the members of the staff engaged in such departments at the head office.

Acceptance of position of trust.

104. Any administration, executorship, trusteeship, guardianship, receivership, liquidatorship, or other position of trust or agency accepted by the Man-

aging Directors or General Manager, shall be subject to the approval of the Board of Directors.

Secretary.

105. The Directors shall also appoint a Secretary, either for a fixed term or without any limitation as to the period for which he is to hold such office; and may from time to time remove or dismiss him from office and appoint another in his place. The Secretary shall attend all the meeting of the Company and of the Directors, and shall see that the minutes of such meetings are carefully written up and recorded in the respective minute books. He shall be paid such salary as the Board of Directors authorize, and in his absence the Board may appoint temporarily some one in his place. The secretary shall, under the control of the Managing Directors, have the direction and charge of the secretarial, accountancy, auditing and savings bank departments of the Company, including the employment and dismissal of the members of the staff in such departments. He shall also, under the like control, be responsible for the seal, books of all kinds, correspondence files, and all records; cash, and securities of the Company at its head office; and also the carrying out of all duties which devolve upon the Company as registrar of any shares, stocks, debentures, debenture stock, bonds or other securities of any corporation, trading, municipal or otherwise. Provided, however, that no overdraft shall be allowed in any savings bank acount except with the consent of the Secretary and the General Manager. He shall also act as the supervisor of and shall direct the accounting system of the Company as a whole, in order that the accounts of the branch offices may be kept consistently with the books of the head office. He shall perform such duties as may be assigned to him from time to time by the Managing Directors. The Secretary shall supply to the General Manager or to the heads of the various departments such information and statements from the Company's books and records as may be required for the conduct of the Company's business.

Treasurer.

106. The Directors shall also appoint a Treasurer, either for a fixed term or without any limitation as to the period for which he shall hold such office, and may from time to time remove or dismiss him from such office and appoint another in his place. The Treasurer shall attend all the meetings of the Company and of the Directors. H shall be paid such salary as the Board of Directors authorize, and

in his absence the Board may appoint temporarily some one in his place. The Treasurer, under the control of the Directors, shall have charge of the funds of the Company.

107. Any questions and differences that may arise between the Secretary and the General Manager with regard to the Company's business shall be submitted and referred to the Managing Directors for final decision. Adjustments.

108. In respect of every person appointed to any office in connection with the business of the Company involving the receipt of money or the control of valuables, there shall be furnished security to the satisfaction of the Directors for the just and faithful execution of the duties of his office. Security.

109. The Board of Directors shall from time to time appoint such other officers, and at such salaries as it shall deem necessary. Other officers.

110. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and in the presence of at least one Director and of the Secretary, or such other person as the Directors may appoint for the purpose; and such Director or Directors and Secretary or other person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence. Seal.

111. The Company in general meeting may declare a dividend either by way of interest on the amount called up, or on the amount paid up on each share, or on the par value of each share, or by way of bonus, or in any other way whatsoever, and the Company may provide that capital paid up in advance of calls upon the footing that the same shall carry interest shall not, whilst so carrying interest, participate in the dividend. Dividends.

112. No dividend shall be payable except out of the profits arising from the business of the Company. Premiums received on shares sold shall not rank as profits, but shall be carried direct to reserve account. Out of profits only.

113. The Directors may from time to time pay to the Members such interim dividends as in their judgment the position of the Company justifies. Interim dividends.

Reserve fund.

114. The Directors may, before recommending any dividend set aside out of the profits of the Company such sum as they think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining the buildings or properties of the Company, or any part thereof; and the Directors may invest the sum so set apart as a reserve fund upon such securities as they may select.

Deduction of sums due from members.

115. The Directors may, if they think fit, deduct from the dividend payable to any Member such sums of money as may be actually due from him, either solely or jointly, to the Company on any account, without prejudice to the right of the Company to sue for the balance of such moneys, or to forfeit any share as hereinbefore provided.

Unclaimed dividends.

116. Notice of any dividend that may have been declared shall be given to each Member in manner hereinafter mentioned, and all dividends unclaimed for three years after having been declared, may be forfeited by the Directors for the benefit of the Company.

No interest on dividends.

117. No dividend shall bear interest as against the Company.

Payment by post.

118. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the Member entitled, or in the case of joint holders, to the registered address of that one whose name stands first on the register in respect of the joint holding; and every cheque so sent shall be made payable to the order of the person to whom it is sent.

Accounts to be kept.

119. The Directors shall cause true accounts to be kept:

(1) Of all the transactions of the Company, either on its own account or on account of its clients.

(2) Of all sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure takes place; and

(3) Of the credits and liabilities of the Company.

Books open for inspection.

120. The books of account shall be kept at the registered office of the Company, except those in use at the branch offices, and subject to any reasonable restrictions as to the time and manner of inspecting the

sums that may be imposed by the Company, in general meeting, shall be open to the inspection of the Members during business hours.

121. At the ordinary general meeting in February of each year, the Directors shall lay before the Company a statement of the income and expenditure for the past year, made up to the 31st December, prior to such meeting. Annual account to be presented.

122. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expenses of the establishment, salaries, and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting; and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year. What it must show.

123. A balance sheet shall be made out in every year and laid before the Company, in general meeting, and such balance sheet shall contain a summary of the property and liabilities of the Company. Balance sheet.

124. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Members, and the amount (if any) which they propose to carry to the reserve fund, according to the provisions in that behalf hereinbefore contained; and the account, report and balance sheet shall be signed by the Managing Director, or in his absence, by any two Directors, and countersigned by the Secretary. Annual report of directors.

125. A printed copy of such account, balance sheet and report shall, seven days previous to the meeting, be served on the registered holders of shares in the manner in which notices are hereinafter directed to be served. Copy to be sent to members.

126. Once at least in every quarter the books and accounts of the Company shall be examined, and Audit.

their correctness ascertained by one or more Auditor or Auditors.

Appointment of auditor.

127. The Company, at each ordinary general meeting, shall appoint an Auditor or Auditors, to hold office until the next ordinary general meeting.

Single auditor.

128. If one Auditor only is appointed, all the provisions herein contained relating to Auditors shall apply to him.

Auditor re-eligible.

129. Any Auditor shall be re-eligible on his quitting office.

Who may be auditors.

130. The Auditors may be Members of the Company, but no person is eligible as an Auditor who is interested otherwise than as a Member in any transaction of the Company, and no Director or other officer of the Company is eligible during his continuance in office.

Casual vacancy.

131. The Directors of the Company may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

Remuneration of auditors.

132. The remuneration of the Auditors shall be fixed by the Company, in general meeting, except that the remuneration of any Auditors appointed to fill any vacancy may be fixed by the Directors.

Appointment by Lieutenant Governor in council.

133. If no election of Auditors is made, in manner aforesaid, the Lieutenant-Governor in Council may, on the application of any Member of the Company, appoint an Auditor for the current year, and fix the remuneration to be paid to him by the Company for his services.

Auditors to examine balance sheets, etc.

134. Every Auditor shall be supplied with a copy of the balance sheet, and it shall be his duty to examine the same, with the accounts and vouchers relating thereto.

To have access to books of company.

135. Every Auditor shall have a list delivered to him of all books kept by the Company, and shall, at all times, have access to the books and accounts of the Company.

Report by auditors.

136. The Auditors shall make a report to the Members upon the balance sheet and accounts, and in every such report they shall state whether in their opinion the balance sheet is a full and fair balance sheet, containing the particulars required by these reg-

stations, and properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs; and in case they have called for explanations or information from the officers or Directors, whether such explanations or information have been given by the officers or Directors, and whether they have been satisfactory; and such report shall be read, together with the report of the Directors, at the ordinary meeting.

## NOTICES.

How notices to be served on members.

137. A notice may be served by the Company upon any Member, either personally, or by sending it through the post, in a prepaid envelope or wrapper, addressed to such Member at his registered place of address.

138. Every Shareholder of the Company shall notify in writing to the Company an address, which address shall be deemed to be his or her registered place of address within the meaning of the previous Article. In case any Shareholder of the Company does not notify the Company in writing of an address as aforesaid, to be taken as, and deemed to be his or her registered place of abode, the registered place of address of such Shareholder or Shareholders shall be deemed to be at the City of Vancouver, British Columbia, and all notices addressed and posted to such Shareholder or Shareholders at Vancouver aforesaid, shall be deemed to be well and sufficiently served on such Shareholder or Shareholders.

No notice to holders of share warrants.

139. The holder of a share warrant shall not unless otherwise expressed therein, be entitled in respect thereof to notice of any general meeting of the Company.

When notice by post deemed to be served.

140. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office.

How notices to be signed.

141. The signature to any notice to be given by the Company may be written or printed.

## BRANCH OFFICES.

142. The Directors shall appoint a Branch Manager for each branch office, either for a fixed

term, or without any limitation as to the period for which he is to hold such office, and may from time to time remove or dismiss him from office and appoint another in his place; and he shall be paid such salary as the Board of Directors authorize. He shall, under the general direction of the General Manager, have charge of the branch office, and be responsible for the conduct of the Company's operations at such branch office.

Local advisory board.

143. There shall be appointed by the Board of Directors, at its first meeting after the ordinary meeting in each year, a local Advisory Committee for each branch office, consisting of not less than two and not more than three Members of the Company, to assist and advise the Branch Manager and to pass upon all matters brought before it from time to time by the Branch Manager.

Chairman.

144. Such local Advisory Board shall appoint from its number a Chairman, who shall preside at all of its meetings, and in his absence, shall appoint another of its Members to take his place as Chairman.

No administration without consent of local board.

145. Any administration, executorship, trusteeship, guardianship, liquidatorship, or other position of trust or agency, accepted by the Manager at any branch office shall be subject to the approval of the local Advisory Board, and no loan shall be proceeded with without first having been approved by it.

Meetings.

146. Such local Advisory Board shall meet at the call of the Managing Director, the General Manager, or of the Branch Manager, and two of the number shall form a quorum, and each Member of such Board shall be paid for each attendance at its meetings such sum as shall be from time to time fixed by the resolution of the Board of Directors.

Seal.

147. The Seal of the Company for use at the branch offices shall be the ordinary Seal of the Company, which shall be kept at the head office in Vancouver.